

A. G. Contract No. KR891841TRD  
ECS File: JPA-89-111  
Project: Estrella Freeway L-303  
TRACS: H0877 01D  
Section: Cactus Road to Grand

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF SURPRISE

THIS AGREEMENT is entered into 11 June, 1990,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
TOWN OF SURPRISE, acting by and through its Town Council (the  
"Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the Town.

3. Incident to the construction of the interim roadway  
Segment No. 1 of the Estrella Freeway (Loop 303) State and Town  
desire to relocate certain landscaping (all existing landscape  
is covered by permit), street lights and related utility  
connections that are in conflict with the alignment of the  
interim roadway.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

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NO. <u>14772</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>6/11/90</u>
<u>Jim Shumway</u> Secretary of State
By <u>Larry V. Greenwald</u>

## II. SCOPE OF WORK

1. The Town shall not perform any work under this agreement until ten days after receipt of written notice from the State that the Estrella Freeway - Interim Roadway Segment No. 1 will be advertised for bids.

2. Town will:

a. Excavate, box and haul away 64 trees and 18 shrubs, as well as the removal and salvage of related irrigation valves and boxes and ornamental lights (nightscaping), all at an estimated cost of \$14,785. After Town's removal of vegetation, the State shall be responsible for the removal of the remaining vegetation within the Bell Road right-of-way within the construction limits of the Estrella Freeway interim roadway.

b. Provide maintenance outside control of access and supply effluent water for undamaged vegetation before, during and after relocation.

c. Invoice State for reasonable actual costs of the project.

3. State will:

a. Relocate for Town existing street lights, install new 4" PVC sleeving (for street lighting), and 12" PVC encasement, at an estimated cost of \$6,000.

b. Provide maintenance of Bell Road within the interim roadway right-of-way.

c. Reimburse Town reasonable actual cost of the work, estimated at \$14,785 within 30 days after receipt and approval of invoice.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Engineering Consultants Services  
205 South 17 Avenue, Room 118E  
Phoenix, AZ 85007

Town Manager  
Town of Surprise  
12604 Sante Fe Drive  
Surprise, AZ 85374

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF SURPRISE

STATE OF ARIZONA  
Department of Transportation

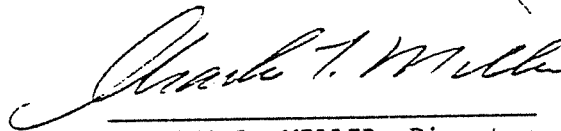
By Nick Bacon  
Manager  
Title

By Robert P. Mickelson  
ROBERT P. MICKELSON  
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 2nd day of August 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Surprise for the purpose of defining responsibilities for the relocation of landscaping in conflict with Section 1 of the Estrella Freeway.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink. The signature is fluid and stylized, with a long horizontal flourish extending to the left.

CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

RESOLUTION 90- 19

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN  
OF SURPRISE APPROVING THE ENTRY OF AN  
INTERGOVERNMENTAL AGREEMENT FOR REMOVAL OF  
IMPROVEMENTS REGARDING THE ESTRELLA FREEWAY

WHEREAS, the Arizona Department of Transportation  
proposes to construct the Estrella Freeway partially within the  
Town of Surprise, and

WHEREAS, construction of the Estrella Freeway will  
require the relocation and alteration of improvements installed in  
the Bell Road right-of-way in connection with the Bell Road  
Improvement District No. 84-1, and

WHEREAS, Arizona law permits the Town to enter into  
agreements for the joint discharge of powers with other political  
entities of the State of Arizona, and

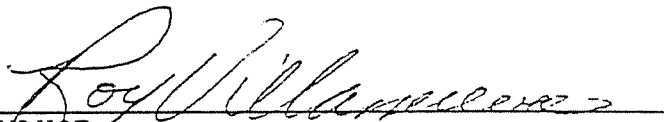
WHEREAS, it is in the best interest of the Town of  
Surprise to insure that the landscaping, irrigation system and  
lighting system installed within the right-of-way of Bell Road is  
removed, protected or otherwise modified as necessary for  
construction of the Estrella Freeway, and

WHEREAS, the Town and the Arizona Department of  
Transportation have entered into agreement which provides for the  
obligations of each party related to said improvements and provides

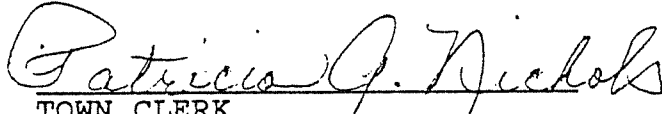
for a reimbursement of certain expenses incurred by the Town,

NOW, THEREFORE, BE IT RESOLVED, approving the entry of Intergovernmental Agreement between the State of Arizona and the Town of Surprise dated as of May 15, 1990.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Surprise this 24th day of May, 1990.

  
MAYOR

ATTEST:

  
TOWN CLERK

APPROVED AS TO FORM:

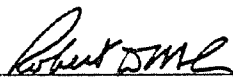
\_\_\_\_\_  
TOWN ATTORNEY

JPA 89-111

APPROVAL OF THE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the TOWN OF SURPRISE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 17 day of May, 1990.

  
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Town Attorney

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Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR89-1841-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of June, 1990.

ROBERT K. CORBIN  
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over the typed name and title of the Assistant Attorney General.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Division

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